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Attorneys for Defendant, PORSCHE
CARS NORTH AMERICA, INC.
(erroneously sued as PORSCHE CARS
NORTH AMERICA)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

KOUROSH YESHOUA, an individual,

Plaintiff.

V.

PORSCHE CARS NORTH AMERICA,
a Delaware Corporation; and DOES 1
to 100, inclusive.

Defendants.

Case No. 2:23-cv-04206 SVW (MARx)

STIPULATED PROTECTIVE ORDER

The Hon. Stephen V. Wilson

Trial Date: 12-05-2023

1 1. INTRODUCTION

2 1.1 PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public disclosure
5 and from use for any purpose other than prosecuting this litigation may be warranted.
6 Accordingly, the parties hereby stipulate to and petition the Court to enter the
7 following Stipulated Protective Order. The parties acknowledge that this Order does
8 not confer blanket protections on all disclosures or responses to discovery and that
9 the protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
12 that this Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
14 followed and the standards that will be applied when a party seeks permission from
15 the court to file material under seal.

16 1.2 GOOD CAUSE STATEMENT

17 This action is likely to involve trade secrets, customer and pricing lists and
18 other valuable research, development, commercial, financial, technical and/or
19 proprietary information for which special protection from public disclosure and from
20 use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information consist of, among other things,
22 confidential business or financial information, information regarding confidential
23 business practices, or other confidential research, development, or commercial
24 information (including information implicating privacy rights of third parties),
25 information otherwise generally unavailable to the public, or which may be privileged
26 or otherwise protected from disclosure under state or federal statutes, court rules, case
27 decisions, or common law. Accordingly, to expedite the flow of information, to
28 facilitate the prompt resolution of disputes over confidentiality of discovery materials,

1 to adequately protect information the parties are entitled to keep confidential, to
2 ensure that the parties are permitted reasonable necessary uses of such material in
3 preparation for and in the conduct of trial, to address their handling at the end of the
4 litigation, and serve the ends of justice, a protective order for such information is
5 justified in this matter. It is the intent of the parties that information will not be
6 designated as confidential for tactical reasons and that nothing be so designated
7 without a good faith belief that it has been maintained in a confidential, non-public
8 manner, and there is good cause why it should not be part of the public record of this
9 case.

10 2. DEFINITIONS

11 2.1 Action: This pending federal lawsuit captioned *Kourosh Yeshoua v.*
12 *Porsche Cars North America, Inc., et al.*, Case No. 2:23-cv-04206 SVW (MARx).

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for protection
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
18 Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
20 support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless of
25 the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced or
27 generated in disclosures or responses to discovery in this matter.

28 2.7 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as
2 an expert witness or as a consultant in this Action.

3 2.8 House Counsel: attorneys who are employees of a party to this Action.
4 House Counsel does not include Outside Counsel of Record or any other outside
5 counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or
7 other legal entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a party
9 to this Action but are retained to represent or advise a party to this Action and have
10 appeared in this Action on behalf of that party or are affiliated with a law firm which
11 has appeared on behalf of that party, and includes support staff.

12 2.11 Party: any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 2.13 Professional Vendors: persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)
20 and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL.”

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or extracted
28 from Protected Material; (2) all copies, excerpts, summaries, or compilations of

1 Protected Material; and (3) any testimony, conversations, or presentations by Parties
2 or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial will be governed by the orders of the trial
4 judge. This Order does not govern the use of Protected Material at trial.

5 **4. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order will remain in effect until a Designating Party agrees otherwise
8 in writing or a court order otherwise directs. Final disposition will be deemed to be
9 the later of (1) dismissal of all claims and defenses in this Action, with or without
10 prejudice; and (2) final judgment herein after the completion and exhaustion of all
11 appeals, rehearings, remands, trials, or reviews of this Action, including the time
12 limits for filing any motions or applications for extension of time pursuant to
13 applicable law.

14 **5. DESIGNATING PROTECTED MATERIAL**

15 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

16 Each Party or Non-Party that designates information or items for protection
17 under this Order must take care to limit any such designation to specific material that
18 qualifies under the appropriate standards. The Designating Party must designate for
19 protection only those parts of material, documents, items, or oral or written
20 communications that qualify so that other portions of the material, documents, items,
21 or communications for which protection is not warranted are not swept unjustifiably
22 within the ambit of this Order.

23 If it comes to a Designating Party's attention that information or items that it
24 designated for protection do not qualify for protection, that Designating Party must
25 promptly notify all other Parties that it is withdrawing the inapplicable designation.

26 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
27 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
28 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection

1 under this Order must be clearly so designated before the material is disclosed or
2 produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the legend
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that
8 contains protected material. If only a portion or portions of the material on a page
9 qualifies for protection, the Producing Party also must clearly identify the protected
10 portion(s) (e.g., by making appropriate markings in the margins).

11 (b) for testimony given in depositions that the Designating Party
12 identify the Disclosure or Discovery Material on the record, before the close of the
13 deposition all protected testimony.

14 (c) for information produced in some form other than documentary
15 and for any other tangible items, that the Producing Party affix in a prominent place
16 on the exterior of the container or containers in which the information is stored the
17 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants
18 protection, the Producing Party, to the extent practicable, will identify the protected
19 portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items does not, standing alone, waive the
22 Designating Party’s right to secure protection under this Order for such material.
23 Upon timely correction of a designation, the Receiving Party must make reasonable
24 efforts to assure that the material is treated in accordance with the provisions of this
25 Order.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
28 designation of confidentiality at any time that is consistent with the Court’s

1 Scheduling Order.

2 6.2 Meet and Confer. The Challenging Party will initiate the dispute
3 resolution process under Local Rule 37.1 et seq.

4 6.3 The burden of persuasion in any such challenge proceeding will be on
5 the Designating Party. Unless the Designating Party has waived or withdrawn the
6 confidentiality designation, all parties will continue to afford the material in question
7 the level of protection to which it is entitled under the Producing Party's designation
8 until the Court rules on the challenge.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles. A Receiving Party may use Protected Material that is
11 disclosed or produced by another Party or by a Non-Party in connection with this
12 Action only for prosecuting, defending, or attempting to settle this Action. Such
13 Protected Material may be disclosed only to the categories of persons and under the
14 conditions described in this Order. When the Action has been terminated, a Receiving
15 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party at a
17 location and in a secure manner that ensures that access is limited to the persons
18 authorized under this Order.

19 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
20 otherwise ordered by the court or permitted in writing by the Designating Party, a
21 Receiving Party may disclose any information or item designated
22 “CONFIDENTIAL” only to:

23 (a) the Receiving Party’s Outside Counsel of Record in this Action,
24 as well as employees of said Outside Counsel of Record to whom it is reasonably
25 necessary to disclose the information for this Action;

26 (b) the officers, directors, and employees (including House Counsel)
27 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

28 (c) Experts (as defined in this Order) of the Receiving Party to whom

1 disclosure is reasonably necessary for this Action and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (d) the Court and its personnel;

4 (e) court reporters and their staff;

5 (f) professional jury or trial consultants, mock jurors, and

6 Professional Vendors to whom disclosure is reasonably necessary for this Action and
7 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (g) the author or recipient of a document containing the information
9 or a custodian or other person who otherwise possessed or knew the information;

10 (h) during their depositions, witnesses, and attorneys for witnesses, in
11 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
12 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they
13 will not be permitted to keep any confidential information unless they sign the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
15 agreed by the Designating Party or ordered by the court. Pages of transcribed
16 deposition testimony or exhibits to depositions that reveal Protected Material may be
17 separately bound by the court reporter and may not be disclosed to anyone except as
18 permitted under this Stipulated Protective Order; and

19 (i) any mediator or settlement officer, and their supporting personnel,
20 mutually agreed upon by any of the parties engaged in settlement discussions.

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
22 IN OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation
24 that compels disclosure of any information or items designated in this Action as
25 “CONFIDENTIAL,” that Party must:

26 (a) promptly notify in writing the Designating Party. Such
27 notification will include a copy of the subpoena or court order;

28 (b) promptly notify in writing the party who caused the subpoena or

1 order to issue in the other litigation that some or all of the material covered by the
 2 subpoena or order is subject to this Protective Order. Such notification will include a
 3 copy of this Stipulated Protective Order; and

4 (c) cooperate with respect to all reasonable procedures sought to be
 5 pursued by the Designating Party whose Protected Material may be affected.

6 If the Designating Party timely seeks a protective order, the Party served with
 7 the subpoena or court order will not produce any information designated in this action
 8 as “CONFIDENTIAL” before a determination by the court from which the subpoena
 9 or order issued, unless the Party has obtained the Designating Party’s permission. The
 10 Designating Party will bear the burden and expense of seeking protection in that court
 11 of its confidential material and nothing in these provisions should be construed as
 12 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
 13 directive from another court.

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by
 17 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
 18 produced by Non-Parties in connection with this litigation is protected by the
 19 remedies and relief provided by this Order. Nothing in these provisions should be
 20 construed as prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request,
 22 to produce a Non-Party’s confidential information in its possession, and the Party is
 23 subject to an agreement with the Non-Party not to produce the Non-Party’s
 24 confidential information, then the Party will:

25 (i) promptly notify in writing the Requesting Party and the
 26 Non-Party that some or all of the information requested is subject to a confidentiality
 27 agreement with a Non-Party;

28 (ii) promptly provide the Non-Party with a copy of the

1 Stipulated Protective Order in this Action, the relevant discovery request(s), and a
2 reasonably specific description of the information requested; and

3 (iii) make the information requested available for inspection by
4 the Non-Party, if requested.

5 (c) If the Non-Party fails to seek a protective order from this court
6 within 14 days of receiving the notice and accompanying information, the Receiving
7 Party may produce the Non-Party's confidential information responsive to the
8 discovery request. If the Non-Party timely seeks a protective order, the Receiving
9 Party shall not produce any information in its possession or control that is subject to
10 the confidentiality agreement with the Non-Party before a determination by the court.
11 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
12 of seeking protection in this court of its Protected Material.

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
15 Protected Material to any person or in any circumstance not authorized under this
16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
17 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
18 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
19 persons to whom unauthorized disclosures were made of all the terms of this Order,
20 and (d) request such person or persons to execute the "Acknowledgment and
21 Agreement to Be Bound" that is attached hereto as Exhibit A.

22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other protection,
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
28 may be established in an e-discovery order that provides for production without prior

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
2 parties reach an agreement on the effect of disclosure of a communication or
3 information covered by the attorney-client privilege or work product protection, the
4 parties may incorporate their agreement in the stipulated protective order submitted
5 to the court.

6 **12. MISCELLANEOUS**

7 **12.1 Right to Further Relief**. Nothing in this Order abridges the right of any
8 person to seek its modification by the Court in the future.

9 **12.2 Right to Assert Other Objections**. By stipulating to the entry of this
10 Protective Order no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any
13 ground to use in evidence of any of the material covered by this Protective Order.

14 **12.3 Filing Protected Material**. A Party that seeks to file under seal any
15 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
16 only be filed under seal pursuant to a court order authorizing the sealing of the specific
17 Protected Material at issue. If a Party's request to file Protected Material under seal is
18 denied by the court, then the Receiving Party may file the information in the public
19 record unless otherwise instructed by the court.

20 **13. FINAL DISPOSITION**

21 After the final disposition of this Action, as defined in paragraph 4, within 60
22 days of a written request by the Designating Party, each Receiving Party must return
23 all Protected Material to the Producing Party or destroy such material. As used in this
24 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
25 summaries, and any other format reproducing or capturing any of the Protected
26 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
27 must submit a written certification to the Producing Party (and, if not the same person
28 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by

1 category, where appropriate) all the Protected Material that was returned or destroyed
2 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
3 compilations, summaries or any other format reproducing or capturing any of the
4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
5 archival copy of all pleadings, motion papers, trial, deposition, and hearing
6 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
7 reports, attorney work product, and consultant and expert work product, even if such
8 materials contain Protected Material. Any such archival copies that contain or
9 constitute Protected Material remain subject to this Protective Order as set forth in
10 Section 4 (DURATION).

11 14. Any willful violation of this Order may be punished by civil or criminal
12 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
13 authorities, or other appropriate action at the discretion of the Court.

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DYKEMA GOSSETT LLP
444 SOUTH FLOWER STREET
SUITE 2200
LOS ANGELES, CALIFORNIA 90071

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
2

3 DATED: July 19, 2023

AVIRAM LAW, APLC
LAW OFFICE OF ROBERT L. STARR, APC

5 By: /s/ Adam Morris Rose
6

ROY AVIRAM
MICHELLE M. MAGHSOUDI
ROBERT L. STARR
ADAM MORRIS ROSE
Attorneys for Plaintiff

10 DATED: July 19, 2023

DYKEMA GOSSETT LLP

12 By: /s/ David S. Killoran
13

DAVID S. KILLORAN
NICHOLAS O. VON DER LANCKEN
Attorneys for Defendant, PORSCHE
CARS NORTH AMERICA, INC.
(erroneously sued as PORSCHE CARS
NORTH AMERICA)

18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19
20 DATED: July 25, 2023



21
22 HON. MARGO A. ROCCONI
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name],
of _____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on _____
[date] in the case of *Kourosh Yeshoua v. Porsche Cars North America, Inc.*, et al., Case No. 2:23-cv-04206 SVW (MARx). I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective Order
to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action. I hereby appoint _____ [print or type full
18 name] of _____ [print or type full address and telephone number] as
19 my California agent for service of process in connection with this action or any
20 proceedings related to enforcement of this Stipulated Protective Order.

21 | Date: _____

22 | City and State where signed:

23 Printed name:

24 | Signature:

25 ||

26 ||

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28 ||

For more information about the study, please contact Dr. John A. Morris at (314) 362-3673 or via e-mail at jmorris@dfci.harvard.edu.